

2015 WL 3601850 (Ill.Cir.Ct.) (Trial Pleading)
Circuit Court of Illinois.
County Department
Law Division
Cook County

Isela MARES, as Independent Administrator of the Estate of Berenice Mares, Deceased, Plaintiff,
v.

CENTER HOME FOR HISPANIC **ELDERLY**, LLC, an Illinois Limited Liability Company
d/b/a Center Home Hispanic **Elderly**; Premier Healthcare & Financial Services, Inc., an
Illinois Corporation d/b/a Icare Financial Services, Inc.; and, Patricia Correa, Defendants.

No. 2015-L-005435.
May 28, 2015.

Plaintiff's Complaint At Law

Margaret P. Battersby Black, Daisy Ayllon, Levin & Perconti (#55019), 325 North LaSalle Street, Suite 450, Chicago, Illinois 60654, (312) 332-2872, (312) 332-3112 (fax), for plaintiff.

The Plaintiff, **Isela Mares, as Independent Administrator to Collect of the Ftate of Berenice Mares, Deceased**, by her attorneys, **Levin & Perconti**, complains against the Defendants, **Center Home for Hispanic **Elderly**, LLC, an Illinois Limited Liability Company d/b/a Center Home Hispanic **Elderly**; Premier Healthcare & Financial Services, Inc., and Illinois Corporation d/b/a ICARE Financial Services, INC.; and Patricia Correa**, and states as follows:

COUNT I

Mares v. Center Home for Hispanic **Elderly (Statutory Action—Nursing Home Care Act—Survival Action)**

1. **Isela Mares** is the Independent Administrator to Collect of the **Estate of Berenice Mares, deceased**. (Letters of Office attached as “Exhibit A”).
2. The Plaintiff, **Isela Mares, as Independent Administrator to Collect of the Estate of Berenice Mares, Deceased**, brings this action pursuant to [210 ILCS 45/1-101, et seq.](#), known as the Illinois Nursing Home Care Act.
3. The Plaintiff, **Isela Mares, as Independent Administrator to Collect of the Estate of Berenice Mares, Deceased**, brings this action pursuant to [755 ILCS 5/27-6, et seq.](#), known as the Survival Act of the State of Illinois.
4. **Berenice Mares (“Berenice”)** was born on XX/XX/1941.
5. Berenice died on May 9, 2014.
6. Berenice was a resident of the long-term nursing care facility commonly known as Center Home for Hispanic **Elderly** (“the Facility”), located at 1401 North California Avenue, Chicago, Cook County, Illinois, from approximately August 17, 2012 through April 8, 2014, with intermittent hospitalizations.

7. At all times relevant to this Complaint, the Defendant, Center Home for Hispanic **Elderly**, LLC, an Illinois Limited Liability Company d/b/a Center Home for Hispanic **Elderly** (“Center Home, LLC”), owned, operated, and/or managed the long-term nursing care facility commonly known as Center Home for Hispanic **Elderly**.
8. At all times relevant to this Complaint, the Defendant, Center Home, LLC, was the licensee of the long-term care facility commonly known as Center Home for **Hispanic Elderly**.
9. At all times relevant to this Complaint, there was in full force and effect, a statute known as the **Nursing Home Care Act**, as amended (the “Act”), [210 ILCS 45/1-101 et. seq.](#)
10. At all times relevant to this Complaint, the Facility operated and owned by the Defendant, was a “facility” as defined by 45/1-113 of the Act and was subject to the requirements of the Act and the regulations of the Illinois Department of Public Health promulgated pursuant to the Act.
11. At all times relevant to this Complaint, the Defendant, **Center Home for Hispanic Elderly**, was obligated to follow all state and federal regulations applicable to nursing facilities under the Act.
12. At all times relevant to this Complaint, Defendant, **Patricia Correa**, was an agent, servant, and/or employee of Defendant, **Center Home for Hispanic Elderly**, and was acting within the scope of her agency and/or employment relationship.
13. As such Defendant, **Center Home for Hispanic Elderly**, is vicariously liable for any and all negligent acts and omissions of **Patricia Correa**.
14. At all times relevant to this Complaint, **Berenice's** overall clinical condition required supervision and assistance with activities of daily living including, but not limited to, bed mobility, walking, turning and repositioning, incontinence care, and proper nourishment and hydration, to prevent the development and deterioration of pressure ulcers.
15. At all times relevant to this Complaint, the Defendant, **Center Home for Hispanic Elderly**, by and through its actual, implied and/or apparent agents, servants and employees, including physicians, nurses, and/or other healthcare professionals, knew or should have known that **Berenice** required supervision and assistance with activities of daily living including, but not limited to, bed mobility, walking, turning and repositioning, incontinence care, and proper nourishment and hydration, to prevent the development and deterioration of pressure ulcers.
16. At all times relevant to this Complaint, Berenice was at a high risk for the development and deterioration of pressure ulcers.
17. At all times relevant to this Complaint, Center Home for Hispanic **Elderly** was or should have been aware that Berenice was at a high risk for the development and deterioration of pressure ulcers.
18. Berenice was admitted as a resident at Center Home for Hispanic **Elderly** without any skin breakdown.
19. During her residency at Center Home for Hispanic **Elderly**, Berenice developed multiple pressure ulcers including a stage II pressure ulcer on her sacrum, which became infected and required surgical debridements.
20. On April 8, 2014, Berenice was admitted to Norwegian American Hospital with sepsis and a stage 3 or 4 sacral decubitus ulcer that required debridement.
21. The Defendant, Center Home for Hispanic **Elderly**, by and through its actual, implied and/or apparent agents, servants and employees, including physicians, nurses, and/or other healthcare professionals, had a duty and was under a statutory obligation not to violate the rights of any resident of the Facility, including the obligation not to abuse or **neglect** any resident:

An owner, licensee, administrator, employee or agent of a facility shall not abuse or **neglect** a resident. [210 ILCS 45/2-107](#).

“Abuse” means any physical or mental injury or sexual assault inflicted on a resident other than by accidental means in a facility. [210 ILCS 45/1-103](#).

“**Neglect**” means a facility's failure to provide, or willful withholding of, adequate medical care, mental health treatment, psychiatric rehabilitation, personal care, or assistance with activities of daily living that is necessary to avoid physical harm, mental anguish, or mental illness of a resident. [210 ILCS 45/1-117](#).

“Personal Care” means assistance with meals, dressing, movement, bathing or other personal needs or maintenance, or general supervision and oversight of the physical and mental well-being of an individual, who is incapable of maintaining a private, independent residence or who is incapable of managing her person whether or not a guardian has been appointed for such individual. [210 ILCS 45/1-120](#).

22. During the period of *Berenice's* residency at the facility, the Defendant, **Center Home for Hispanic Elderly**, breached its duty and was otherwise negligent in the following ways:

- a. In violation of [77 Ill. Admin. Code, Ch. I, §300.3240](#), **neglected** Berenice by not assessing, evaluating, and seeking adequate and timely treatment regarding skin breakdown;
- b. In violation of [77 Ill. Admin. Code, Ch. I §300.1210\(b\)](#), failed to provide adequate and properly supervised care to meet Berenice's total nursing and personal care needs;
- c. In violation of [77 Ill. Admin. Code, Ch. I, §300.3210\(n\) and \(o\)](#), failed to timely notify Berenice's physician and family regarding changes in his condition including, but not limited to, the development of pressure sores, worsening of her pressure sores, and signs and symptoms of infection;
- d. In violation of [77 Ill. Admin. Code, Ch. I, §300.1210\(d\)\(5\)](#), failed to institute a regular program for Berenice to prevent the development of skin breakdown and infection;
- e. In violation of [77 Ill. Admin. Code, Ch. I, §300.1810](#), failed to maintain complete and accurate medical records for Berenice;
- f. In violation of [77 Ill. Admin. Code, Ch. I, §300.610](#), failed to follow the Facility's policies and procedures;
- g. Failed to provide necessary treatment and services to promote healing of pressure ulcers and skin breakdown;
- h. Failed to provide Berenice with the necessary care and services to ensure that Berenice did not develop pressure ulcers;
- i. Failed to provide Berenice with the necessary treatment and services to prevent new ulcers from developing;
- j. Failed to operate and provide services in compliance with all applicable professional standards by inadequately documenting in Berenice's clinical record, failing to update her care plans, failing to institute appropriate nursing interventions to promote skin integrity, and failing to address her pressure ulcer risk;
- k. Failed to properly and adequately supervise and monitor Berenice while she was in the Facility;
- l. Failed to appropriately assess Berenice's risk for the development of pressure ulcers;

- m. Failed to develop a comprehensive plan of care to address Berenice's risk for the development of pressure ulcers;**
- n. Failed to implement a comprehensive plan of care to address Berenice's risk for the development of pressure ulcers;**
- o. Failed to timely provide preventive measures including, but not limited to, adequate turning and repositioning, assistance and pressure relief surfaces to prevent the development and progression of pressure ulcers;**
- p. Failed to reassess Berenice once she developed a pressure ulcer;**
- q. Failed to properly revise Berenice's care plan once she developed a pressure ulcer;**
- r. Failed to implement a revised care plan for Berenice once she developed a pressure ulcer;
- s. Failed to inform Berenice's physician of significant changes in her physical or mental condition;
- t. Failed to ensure that all physician orders were carried out for Berenice;
- u. Failed to identify and treat changes in Berenice's skin tone and texture before the onset of pressure ulcers;**
- v. Failed to properly turn and reposition Berenice and apply/utilize pressure relieving measures to prevent pressure ulcers from developing;
- w. Failed to accurately document Berenice's pressure ulcer progression and the treatment administered for Berenice's pressure ulcers;**
- x. Failed to try new approaches to treat Berenice's worsening pressure ulcers;**
- y. Failed to have a proper infection control program that investigates, controls, and prevents infection in the facility; and**
- z. Otherwise failed to provide adequate medical care, personal care, maintenance, and treatment to Berenice.**

23. The Nursing Home Care Act, as amended, provides as follows:

The licensee shall pay the actual damages and costs and attorney's fees to a facility resident whose rights, as specified in Part 1 of Article II of this Act, are violated. [210 ILCS 45/3-602](#).

24. The Nursing Home Care Act, as amended, provides as follows:

The owner and licensee are liable to a resident for any intentional or negligent act or omission of their agents or employees which injures the resident. [210 ILCS 45/3-601](#).

25. As a direct and proximate result of Defendant's statutory violations and negligent acts and/or omissions, **Berenice** sustained injuries, including, but not limited to, the development and deterioration of multiple pressure ulcers, including a stage II pressure ulcer to her sacrum, which became infected and required surgical debridements and hospitalizations, and the development of sepsis, all of which caused or contributed to cause her death.

26. As a direct and proximate result of the Defendant's statutory violations and negligent acts and/or omissions, **Berenice** sustained injuries of a personal and pecuniary nature including, but not limited to, pain, suffering, disability and medical,

hospital, and related expenses. **Berenice** would have been entitled to receive compensation from the Defendant for these injuries had she survived.

WHEREFORE the Plaintiff, Isela Mares, as Independent Administrator to Collect of the Estate of Berenice Mares, asks that judgment be entered against the Defendant, Center Home for Hispanic **Elderly**, LLC, an Illinois Limited Liability Company d/b/a Center Home for Hispanic **Elderly**, in a fair and just amount in excess of FIFTY THOUSAND DOLLARS (\$50,000.00), plus attorney's fees and costs as provided for by Statute.

COUNT II

Mares v. Center Home for Hispanic **Elderly (Common Law Negligence—Survival Action)**

1. **Isela Mares** is the Independent Administrator to Collect of the Estate of **Berenice Mares**, deceased. (Letters of Office attached as “Exhibit A”).
2. The Plaintiff, **Isela Mares, as Independent Administrator of the Estate of Berenice Mares, Deceased**, brings this action pursuant to [755 ILCS 5/27-6, et seq.](#), commonly known as the Survival Act of the State of Illinois.
3. **Berenice Mares (“Berenice”)** was born on XX/XX/1941.
4. **Berenice** died on May 9, 2014.
5. **Berenice** was a resident of the long-term nursing care facility commonly known as **Center Home for Hispanic **Elderly** (“the Facility”)**, located at 1401 North California Avenue, Chicago, Cook County, Illinois, from approximately August 17, 2012 through April 8, 2014, with intermittent hospitalizations.
6. At all times relevant to this Complaint, the Defendant, **Center Home for Hispanic **Elderly**, LLC, an Illinois Limited Liability Company d/b/a Center Home Hispanic **Elderly** (“Center Home, LLC”)**, owned, operated, and/or managed the long-term nursing care facility commonly known as **Center Home for Hispanic **Elderly**.**
7. At all times relevant to this Complaint, the Defendant, **Center Home, LLC**, was the licensee of the long-term care facility commonly known as **Center Home for Hispanic **Elderly**.**
8. At all times relevant to this Complaint, the Defendant, **Center Home for Hispanic **Elderly****, was obligated to follow all state and federal regulations applicable to nursing facilities under the Act.
9. At all times relevant to this Complaint, **Berenice's** overall clinical condition required supervision and assistance with activities of daily living including, but not limited to, bed mobility, walking, turning and repositioning, incontinence care, and proper nourishment and hydration, to prevent the development and deterioration of pressure ulcers.
10. At all times relevant to this Complaint, the Defendant, Center Home for Hispanic **Elderly**, by and through its actual, implied and/or apparent agents, servants and employees, including physicians, nurses, and/or other healthcare professionals, knew or should have known that Berenice required supervision and assistance with activities of daily living including, but not limited to, bed mobility, walking, turning and repositioning, incontinence care, and proper nourishment and hydration, to prevent the development and deterioration of pressure ulcers.
11. At all times relevant to this Complaint, **Berenice** was at a high risk for the development and deterioration of pressure ulcers.

12. At all times relevant to this Complaint, Center Home for Hispanic **Elderly** was or should have been aware that Berenice was at a high risk for the development and deterioration of pressure ulcers.

13. **Berenice** was admitted as a resident at **Center Home for Hispanic Elderly** without any skin breakdown.

14. During her residency at **Center Home for Hispanic Elderly**, **Berenice** developed multiple pressure ulcers including, but not limited to, a stage II pressure ulcer to her sacrum, which became infected and required surgical debridements.

15. On April 8, 2014, Berenice was admitted to Norwegian American Hospital with sepsis and a stage 3 or 4 sacral decubitus ulcer that required debridement.

16. The Defendant, **Center Home for Hispanic Elderly**, by and through its actual, implied and/or apparent agents, servants and employees, including physicians, nurses, and/or other healthcare professionals, had a duty to exercise reasonable care and treatment of Berenice.

17. During the period of **Berenice's** residency at the facility, the Defendant, **Center Home for Hispanic Elderly**, by and through its agents, servants and/or employees, breached its duty and was otherwise negligent in the following ways:

a. In violation of **77 Ill. Admin. Code, Ch. I, §300.3240**, **neglected** Berenice by not assessing, evaluating, and seeking adequate and timely treatment regarding skin breakdown;

b. In violation of **77 Ill. Admin. Code, Ch. I §300.1210(b)**, failed to provide adequate and properly supervised care to meet Berenice's total nursing and personal care needs;

c. In violation of **77 Ill. Admin. Code, Ch. I, §300.3210(n) and (o)**, failed to timely notify Berenice's physician and family regarding changes in his condition including, but not limited to, the development of pressure sores, worsening of her pressure sores, and signs and symptoms of infection;

d. In violation of **77 Ill. Admin. Code, Ch. I, §300.1210(d)(5)**, failed to institute a regular program for Berenice to prevent the development of skin breakdown and infection;

e. In violation of **77 Ill. Admin. Code, Ch. I, §300.1810**, failed to maintain complete and accurate medical records for Berenice;

f. In violation of **77 Ill. Admin. Code, Ch. I, §300.610**, failed to follow the Facility's policies and procedures;

g. Failed to provide necessary treatment and services to promote healing of pressure ulcers and skin breakdown;

h. Failed to provide Berenice with the necessary care and services to ensure that Berenice did not develop pressure ulcers;

i. Failed to provide Berenice with the necessary treatment and services to prevent new ulcers from developing;

j. Failed to operate and provide services in compliance with all applicable professional standards by inadequately documenting in Berenice's clinical record, failing to update her care plans, failing to institute appropriate nursing interventions to promote skin integrity, and failing to address her pressure ulcer risk;

k. Failed to properly and adequately supervise and monitor Berenice while she was in the Facility;

l. Failed to appropriately assess Berenice's risk for the development of pressure ulcers;

- m. Failed to develop a comprehensive plan of care to address Berenice's risk for the development of pressure ulcers;
- n. Failed to implement a comprehensive plan of care to address Berenice's risk for the development of pressure ulcers;
- o. Failed to timely provide preventive measures including, but not limited to, adequate turning and repositioning, assistance and pressure relief surfaces to prevent the development and progression of pressure ulcers;
- p. Failed to reassess Berenice once she developed a pressure ulcer;
- q. Failed to properly revise Berenice's care plan once she developed a pressure ulcer;
- r. Failed to implement a revised care plan for Berenice once she developed a pressure ulcer;
- s. Failed to inform Berenice's physician of significant changes in her physical or mental condition;
- t. Failed to ensure that all physician orders were carried out for Berenice;
- u. Failed to identify and treat changes in Berenice's skin tone and texture before the onset of pressure ulcers;
- v. Failed to properly turn and reposition Berenice and apply/utilize pressure relieving measures to prevent pressure ulcers from developing;
- w. Failed to accurately document Berenice's pressure ulcer progression and the treatment administered for Berenice's pressure ulcers;
- x. Failed to try new approaches to treat Berenice's worsening pressure ulcers;
- y. Failed to have a proper infection control program that investigates, controls, and prevents infection in the facility; and
- z. Otherwise failed to provide adequate medical care, personal care, maintenance, and treatment to Berenice.

18. As a direct and proximate result of Defendant's negligent acts and/or omissions, Berenice sustained injuries, including, but not limited to, the development and deterioration of multiple pressure ulcers, including but not limited to, a stage II pressure ulcer to her sacrum, which became infected and required surgical debridements and hospitalizations, and the development of sepsis, all of which caused or contributed to cause her death.

19. As a direct and proximate result of the Defendant's negligent acts and omissions, Berenice sustained injuries of a personal and pecuniary nature including, but not limited to, pain, suffering, disability and medical, hospital, and related expenses. Berenice would have been entitled to receive compensation from the Defendant for these injuries had she survived.

20. Attached to this Complaint as "Exhibit B" is the Affidavit of the Attorney in this cause and Health Professional's Report, filed pursuant to [735 ILCS 5/2-622\(a\)\(1\)](#).

WHEREFORE the Plaintiff, **Isela Mares, as Independent Administrator to Collect of the Estate of Berenice Mares**, asks that judgment be entered against the Defendant, **Center Home for Hispanic Elderly, LLC, an Illinois Limited Liability Company d/b/a Center Home Hispanic Elderly**, in a fair and just amount in excess of FIFTY THOUSAND DOLLARS (\$50,000.00).

COUNT III

Mares v. Center Home for Hispanic Elderly (Negligence—Wrongful Death)

1. **Isela Mares** is the Independent Administrator to Collect of the Estate of **Berenice Mares**, deceased. (Letters of Office attached as “Exhibit A”).

2. The Plaintiff, **Isela Mares, as Independent Administrator to Collect of the Estate of Berenice Mares, Deceased**, brings this action pursuant to [740 ILCS 180/1, et seq.](#), commonly known as the Wrongful Death Act of the State of Illinois.

3-17. Plaintiff re-alleges and re-incorporates paragraphs 3-17 of Count II of this Complaint as paragraphs 3-17 of this Count III.

18. As a direct and proximate result of Defendant's negligent acts and omissions, Berenice sustained injuries, including, but not limited to, the development and deterioration of multiple pressure ulcers, including a stage II pressure ulcer on her sacrum, which became infected and required surgical debridements and hospitalizations, and the development of sepsis, all of which caused or contributed to cause her death.

19. Berenice left surviving her various persons who are her next-of-kin including, but not limited to:

- a. Isela Mares (Daughter);
- b. Elida Robles (Daughter);
- c. Josefa Lomeli (Daughter);
- d. Salvador Mares (Son); and
- e. Rafael Mares (Son).

20. **Berenice's** next of kin suffered injuries as a result of her death, including but not limited to, the loss of companionship and society and grief, sorrow and mental anguish. Further, **Berenice's** estate was diminished due to the medical, hospital and funeral expenses that were incurred as a result of the Defendant's negligence.

21. Attached to this Complaint as “Exhibit B” is the Affidavit of the Attorney in this cause and Health Professional's Report, filed pursuant to [735 ILCS 5/2-622\(a\)\(1\)](#).

WHEREFORE the Plaintiff, **Isela Mares, as Independent Administrator of the Estate of Berenice Mares**, asks that judgment be entered against the Defendant, Center Home for Hispanic **Elderly**, LLC, an Illinois Limited Liability Company d/b/a **Center Home Hispanic Elderly**, in a fair and just amount in excess of **FIFTY THOUSAND DOLLARS (\$50,000.00)**.

COUNT IV

Mares v. Premier Healthcare & Financial Services (Common Law Negligence—Survival Action)

1. **Isela Mares** is the Independent Administrator of the Estate of **Berenice Mares**, deceased. (Letters of Office attached as “Exhibit A”).

2. The Plaintiff, **Isela Mares, as Independent Administrator to Collect of the Estate of Berenice Mares, Deceased**, brings this action pursuant to [755 ILCS 5/27-6, et seq.](#), commonly known as the Survival Act of the State of Illinois.

3. **Berenice Mares** (“**Berenice**”) was born on XX/XX/1941.
4. **Berenice** died on May 9, 2014.
5. **Berenice** was a resident of the long-term nursing care facility commonly known as **Center Home for Hispanic Elderly** (“**the Facility**”), located at 1401 North California Avenue, Chicago, Cook County, Illinois, from approximately August 17, 2012 through April 8, 2014, with intermittent hospitalizations.
6. At all times relevant to this Complaint, the Defendant **Premier Healthcare & Financial Services, Inc., an Illinois Corporation d/b/a ICARE Financial Services, INC.** (“**Premier Healthcare**”) was the owner, operator and/or management company of **Center Home for Hispanic Elderly**.
7. At all times relevant to this Complaint, **Berenice's** overall clinical condition required supervision and assistance with activities of daily living including, but not limited to, bed mobility, walking, turning and repositioning, incontinence care, and proper nourishment and hydration, to prevent the development and deterioration of pressure ulcers.
8. At all times relevant to this Complaint, the Defendant, **Premier Healthcare**, by and through its actual, implied and/or apparent agents, servants and employees, including physicians, nurses, and/or other healthcare professionals, knew or should have known that **Berenice** required supervision and assistance with activities of daily living including, but not limited to, bed mobility, walking, turning and repositioning, incontinence care, and proper nourishment and hydration, to prevent the development and deterioration of pressure ulcers.
9. At all times relevant to this Complaint, **Berenice** was at a high risk for the development and deterioration of pressure ulcers.
10. At all times relevant to this Complaint, **Premier Healthcare** was or should have been aware that **Berenice** was at a high risk for the development and deterioration of pressure ulcers.
11. **Berenice** was admitted as a resident at **Center Home for Hispanic Elderly** without any skin breakdown.
12. During her residency at **Center Home for Hispanic Elderly**, **Berenice** developed multiple pressure ulcers including, a stage II pressure ulcer on her sacrum, which became infected and required surgical debridements.
13. On April 8, 2014, **Berenice** was admitted to Norwegian American Hospital with sepsis and a stage 3 or 4 sacral decubitus ulcer that required debridement.
14. The Defendant, **Premier Healthcare**, as the management company, owner, and/or operator of **Center Home for Hispanic Elderly**, exercised significant control over the day-to-day operations of the facility'S business, including, but not limited to, budgetary decisions; hiring and firing personnel; training the staff; contracting consultants; monitoring the quality of care rendered by nurses and physicians; and allocating funds for nursing and medical supplies.
15. In providing services as the management company, owner, and/or operator of **Center Home for Hispanic Elderly**, the Defendant, **Premier Healthcare**, by and through its actual, implied and/or apparent agents, servants and employees, had a duty to exercise reasonable care in the management and operation of **Center Home for Hispanic Elderly**.
16. During and prior to **Berenice's** residency at **Center Home for Hispanic Elderly**, the Defendant, **Premier Healthcare**, by and through its actual, implied and/or apparent agents, servants and employees, breached its duty to exercise reasonable care and was negligent in the following ways:

- a) Failed to allocate sufficient resources to adequately staff the Facility to provide appropriate supervision, monitoring, and pressure ulcer prevention, when it knew or should have known that Center Home for Hispanic **Elderly** was understaffed and unable to provide reasonable care;
- b) Failed to allocate sufficient resources to Center Home for Hispanic **Elderly** so that they would be able to adequately hire trained registered nurses, licensed practical nurses, and certified nurse's assistants;
- c) Inappropriately allocated excessive funds to itself thereby draining Center Home for Hispanic **Elderly** of the resources necessary to maintain sufficient and appropriately trained staff to assess and prevent residents from the development and worsening of pressure ulcers;
- d) Failed to allocate sufficient resources to provide necessary medical supplies including, but not limited to, pressure-relieving devices;
- e) Failed to adopt adequate guidelines for determining whether the facility had sufficient nursing personnel to render care and treatment to residents, including Berenice;
- f) Approved a deficient budget and established inadequate policies; and
- g) Induced residents to come to the Facility by marketing the Facility as being able to provide services required by the residents at the Facility despite being ill equipped to provide these services.

17. As a direct and proximate result of Defendant, **Premier Healthcare's**, negligent acts and/or omissions, **Berenice** sustained injuries, including, but not limited to, the development and deterioration of multiple pressure ulcers, including but not limited to, the development and deterioration of multiple pressure ulcers, including but not limited to, a stage II pressure ulcer on her sacrum, which became infected and required surgical debridements and hospitalizations, and the development of sepsis, all of which caused or contributed to cause her death.

18. As a direct and proximate result of Defendant, **Premier Healthcare's**, negligent acts and/or omissions, **Berenice** sustained injuries of a personal and pecuniary nature including, but not limited to, pain, suffering, disability and medical, hospital, and related expenses. **Berenice** would have been entitled to receive compensation from the Defendant for these injuries had she survived.

WHEREFORE the Plaintiff, Isela Mares, as Independent Administrator to Collect of the Estate of Berenice Mares, asks that judgment be entered against the Defendant, Premier Healthcare & Financial Services, Inc., an Illinois Corporation d/b/a ICARE Financial Services, INC., in a fair and just amount in excess of FIFTY THOUSAND DOLLARS (\$50,000.00).

COUNT V

Mares v. Premier Healthcare & Financial Services (Common Law Negligence—Wrongful Death)

1. **Isela Mares** is the Independent Administrator of the Estate of **Berenice Mares**, deceased. (Letters of Office attached as “Exhibit A”).

2. The Plaintiff, **Isela Mares, as Independent Administrator of the Estate of Berenice Mares, Deceased**, brings this action pursuant to [740 ILCS 180/1, et seq.](#), commonly known as the Wrongful Death Act of the State of Illinois.

3-16. Plaintiff re-alleges and re-incorporates paragraphs 3-16 of Count IV of this Complaint as paragraphs 3-16 of this Count V.

17. As a direct and proximate result of Defendant **Premier Healthcare's** negligent acts and omissions, **Berenice** sustained injuries, including, but not limited to, the development and deterioration of multiple pressure ulcers, including a stage II pressure ulcer on her sacrum, which became infected and required surgical debridements and hospitalizations, and the development of sepsis, all of which caused or contributed to cause her death.

18. Berenice left surviving her various persons who are her next-of-kin including, but not limited to:

- a. Isela Mares (Daughter);
- b. Elida Robles (Daughter);
- c. Josefa Lomeli (Daughter);
- d. Salvador Mares (Son); and
- e. Rafael Mares (Son).

19. **Berenice's** next of kin suffered injuries as a result of her death, including but not limited to, the loss of companionship and society and grief, sorrow and mental anguish. Further, **Berenice's** estate was diminished due to the medical, hospital and funeral expenses that were incurred as a result of the Defendant's negligence.

WHEREFORE the Plaintiff, **Isela Mares, as Independent Administrator of the Estate of Berenice Mares**, asks that judgment be entered against the Defendant, **Premier Healthcare & Financial Services, Inc., an Illinois Corporation d/b/a ICARE Financial Services, Inc.**, in a fair and just amount in excess of **FIFTY THOUSAND DOLLARS (\$50,000.00)**.

COUNT VI

Mares v. Patricia Correa (Common Law Negligence — Survival Action)

Plaintiff, **Isela Mares, as Independent Administrator to Collect of the Estate of Berenice Mares**, by her attorneys **LEVIN & PERCONTI**, complains against Defendant, **Patricia Correa**, as follows:

1. **Isela Mares** is the Independent Administrator to Collect of the Estate of **Berenice Mares**, deceased. (Letters of Office attached as “Exhibit A”).
2. The Plaintiff, **Isela Mares, as Independent Administrator to Collect of the Estate of Berenice Mares, Deceased**, brings this action pursuant to [755 ILCS 5/27-6, et seq.](#), commonly known as the Survival Act of the State of Illinois.
3. **Berenice Mares (“Berenice”)** was born on XX/XX/1941.
4. **Berenice** died on May 9, 2014.
5. **Berenice** was a resident of the long-term nursing care facility commonly known as **Center Home for Hispanic Elderly**, located at 1401 North California Avenue, Chicago, Cook County, Illinois, from approximately August 17, 2012 through April 8, 2014, with intermittent hospitalizations.
6. At all times relevant to this Complaint, the Defendant, Patricia Correa, was a Nursing Home Administrator duly licensed by the State of Illinois and operating under License Number XXXXXXXXXX.

7. At all times relevant to this Complaint, the Defendant, **Patricia Correa**, was employed as the Administrator of **Center Home for Hispanic Elderly** and was acting in the scope of her employment.

8. At all times relevant to this Complaint, **Berenice's** overall clinical condition required supervision and assistance with activities of daily living including, but not limited to, bed mobility, walking, turning and repositioning, incontinence care, and proper nourishment and hydration, to prevent the development and deterioration of pressure ulcers.

9. At all times relevant to this Complaint, the Defendant, **Patricia Correa**, knew or should have known that **Berenice** required supervision and assistance with activities of daily living including, but not limited to, bed mobility, walking, turning and repositioning, incontinence care, and proper nourishment and hydration, to prevent the development and deterioration of pressure ulcers.

10. At all times relevant to this Complaint, **Berenice** was at high risk for developing pressure sores.

11. **Berenice** was admitted as a resident at **Center Home for Hispanic Elderly** without any skin breakdown.

12. During her residency at **Center Home for Hispanic Elderly**, **Berenice** developed multiple pressure ulcers including, a stage II pressure ulcer on her sacrum, which became infected and required surgical debridements.

13. On April 8, 2014, **Berenice** was admitted to Norwegian American Hospital with sepsis and a stage 3 or 4 sacral decubitus ulcer that required debridement.

14. As Administrator the Defendant, **Patricia Correa**, was responsible for the management of **Center Home for Hispanic Elderly**.

15. Pursuant to [210 ILCS 45/1-105](#), as Administrator the Defendant, **Patricia Correa**, was charged with the general administration and supervision of **Center Home for Hispanic Elderly**.

16. Pursuant to [77 Ill. Admin. Code, Ch. I §300.330](#), the Defendant, **Patricia Correa**, was directly responsible for the operation and administration of **Center Home for Hispanic Elderly**.

17. At all times relevant to this Complaint, in fulfilling her job responsibilities as Administrator of **Center Home for Hispanic Elderly**, it was the duty of the Defendant, **Patricia Correa**, to use the knowledge, skill, and care ordinarily used by a reasonably careful nursing home administrator in the same or similar circumstances.

18. During **Berenice's** residency, the Defendant, **Patricia Correa**, breached her duty through one of more of the following statutory violations and negligent acts and/or omissions:

- a. Failed to administer the facility in a manner that ensured the staff protected **Berenice** from **neglect**;
- b. Failed to administer the facility in a manner that ensured the staff made a comprehensive assessment of **Berenice's** needs;
- c. Failed to administer the facility in a manner that ensured the staff maintained the clinical record and document changes in **Berenice's** condition, including, but not limited to, the development and changes in the condition of pressure sores;
- d. Failed to administer the facility in a manner that ensured the staff provided necessary treatment and services to prevent development of pressure sores and promote healing of existing pressure sores;

e. In violation of 77 Ill. Admin. Code, Ch.I §300.3240, failed to administer the facility in a manner that ensured the staff protected Berenice from abuse and/or neglect;

f. In violation of 77 Ill.Admin.Code, Ch.I, §300.1210(a)(1), failed to administer the facility in a manner that ensured the staff provided Berenice restorative and rehabilitative measures to meet her individual needs;

g. In violation of 77 Ill.Admin.Code, Ch.I, §300.1210(b)(3) failed to administer the facility in a manner that ensured the staff objectively observed, assessed and evaluated changes in Berenice's condition;

h. In violation of 77 Ill.Admin.Code, Ch.I, §300.1220(b)(3), failed to administer the facility in a manner that ensured the staff developed an up-to-date care plan for Berenice based on a comprehensive assessment, individual needs and goals to be accomplished, physician's orders, and personal care and nursing needs;

i. In violation of 77 Illinois Administrative Code, Ch.I §300.1630, failed to administer the facility in a manner that ensured the staff maintained accurate clinical record for Berenice;

j. In violation of 77 Ill.Admin.Code, Ch.I §300.1210(b)(5), failed to administer the facility in a manner that ensured the staff provided Berenice with the necessary treatment and services to promote healing and prevent pressure sores from developing;

k. Failed to administer the facility in a manner that ensured the staff properly assessed Berenice as being at risk for the development of pressure sores;

l. Failed to administer the facility in a manner that ensured the staff developed and implemented an appropriate plan to prevent the development of pressure sores;

m. Failed to administer the facility in a manner that ensured the staff accurately assessed Berenice pressure sores once developed;

n. Failed to administer the facility in a manner that ensured the staff provided appropriate pressure relieving devices to prevent Berenice from developing pressure sores and to prevent existing pressure sores from worsening;

o. Failed to administer the facility in a manner that ensured the staff followed physician's orders in the care and treatment of Berenice's pressure sores;

p. Failed to administer the facility in a manner that ensured the staff appropriately documented the progression of Berenice's pressure sores;

q. Failed to administer the facility in a manner that ensured the staff properly informed Berenice's family of the development and progression of her pressure sores;

r. Failed to administer the facility in a manner that ensured the staff performed daily inspections of Berenice's skin;

s. Failed to administer the facility in a manner that ensured the staff was properly trained to care and treat Berenice's pressure sores; and

t. Otherwise failed to administer the facility in a manner that ensured the staff provided adequate medical care, personal care, maintenance, and treatment to Berenice.

19. As a direct and proximate result of one or more of Defendant **Patricia Correa's** negligent acts and omissions, Berenice suffered injuries including, but not limited to, the development of a stage II sacral pressure sore, which became infected and required surgical debridements, and which caused or contributed to cause her death.

20. As a direct and proximate result of Defendant Patricia Correa's negligent acts and/or omissions, Berenice sustained injuries of a personal and pecuniary nature including, but not limited to, pain, suffering, disability and medical, hospital, and related expenses. Berenice would have been entitled to receive compensation from the Defendant for these injuries had she survived.

WHEREFORE, Plaintiff, Plaintiff, Isela Mares, as Independent Administrator to Collect of the Estate of Berenice Mares, Deceased, asks that a judgment be entered against the Defendant, Patricia Correa, in a fair and just amount in excess of FIFTY THOUSAND DOLLARS (\$50,000.00).

COUNT VII

Mares v. Patricia Correa (Common Law Negligence — Wrongful Death)

1. **Isela Mares** is the Independent Administrator of the Estate of Berenice Mares, deceased. (Letters of Office attached as “Exhibit A”).

2. The Plaintiff, **Isela Mares, as Independent Administrator of the Estate of Berenice Mares, Deceased**, brings this action pursuant to [740 ILCS 180/1, et seq.](#), commonly known as the Wrongful Death Act of the State of Illinois.

3-18. Plaintiff re-alleges and re-incorporates paragraphs 3-18 of Count VI of this Complaint as paragraphs 3-18 of this Count VII.

19. As a direct and proximate result of Defendant Patricia Correa's negligent acts and omissions, Berenice sustained injuries, including, but not limited to, the development and deterioration of multiple pressure ulcers, including a stage II pressure ulcer on her sacrum, which became infected and required surgical debridements and hospitalizations, and the development of sepsis, all of which caused or contributed to cause her death.

20. **Berenice** left surviving her various persons who are her next-of-kin including, but not limited to:

- a. Isela Mares (Daughter);
- b. Elida Robles (Daughter);
- c. Josefa Lomeli (Daughter);
- d. Salvador Mares (Son); and
- e. Rafael Mares (Son).

21. **Berenice's** next of kin suffered injuries as a result of her death, including but not limited to, the loss of companionship and society and grief, sorrow and mental anguish. Further, Berenice's estate was diminished due to the medical, hospital and funeral expenses that were incurred as a result of the Defendant's negligence.

WHEREFORE the Plaintiff, **Isela Mares, as Independent Administrator of the Estate of Berenice Mares**, asks that judgment be entered against the Defendant, Patricia Correa, in a fair and just amount in excess of **FIFTY THOUSAND DOLLARS (\$50,000.00)**.

Respectfully submitted,

Levin & Perconti

BY:

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